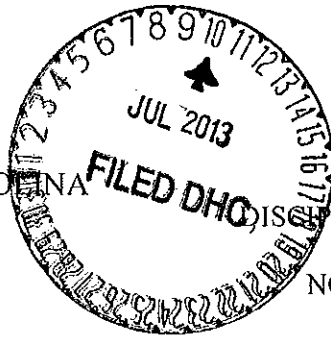


STATE OF NORTH CAROLINA

WAKE COUNTY



BEFORE THE
DISCIPLINARY HEARING COMMISSION
OF THE
NORTH CAROLINA STATE BAR
13 DHC 17

THE NORTH CAROLINA STATE BAR,

Plaintiff

v.

ROBERT W. ADAMS, Attorney,

Defendant

COMPLAINT

Plaintiff, complaining of Defendant, alleges and says:

1. Plaintiff, the North Carolina State Bar ("State Bar"), is a body duly organized under the laws of North Carolina and is the proper party to bring this proceeding under the authority granted it in Chapter 84 of the General Statutes of North Carolina, and the Rules and Regulations of the North Carolina State Bar (Chapter 1 of Title 27 of the North Carolina Administrative Code).

2. Defendant, Robert W. Adams, ("Adams" or "Defendant"), was admitted to the North Carolina State Bar on August 12, 1972, and is, and was at all times referred to herein, an attorney at law licensed to practice in North Carolina, subject to the laws of the State of North Carolina, the Rules and Regulations of the North Carolina State Bar and the Rules of Professional Conduct.

Upon information and belief:

3. During all or part of the relevant periods referred to herein, Adams was engaged in the practice of law in the State of North Carolina and maintained a law office in Hickory, Catawba County, North Carolina.

4. Defendant maintained a trust account for his law practice with Bank of Granite, account number ending 6177 ("TA 6177"). Between January 1, 2012 and July 1, 2012, Defendant held entrusted funds for his clients in TA 6177.

5. Defendant represented clients in Social Security Administration (SSA) cases and received checks for attorney's fees from SSA which he deposited into TA 6177. Defendant left his earned fees in TA 6177.

6. Defendant represented DWN in a SSA case. On or about December 1, 2011, Defendant received a check in the amount of \$3,883.00 from SSA made payable to Defendant for his attorney's fee in DWN's case which he deposited to TA 6177.

7. Between December 5, 2011 and December 15, 2011, Defendant wrote the following checks on TA 6177 drawn against the \$3,883.00 SSA check Defendant received as his fee in DWN's case:

	DATE	CHECK NO.	PAYEE	AMOUNT
1.	12/14/11	1151	Robert Adams	\$660.00
2.	12/15/11	1152	Robert Adams	\$1,500.00

8. Defendant represented MLH in a SSA case. On or about December 13, 2011, Defendant received a check in the amount of \$4,477.85 from SSA made payable to Defendant for his attorney's fee in MLH's case which he deposited to TA 6177.

9. Between December 16, 2011 and January 6, 2012, Defendant wrote the following checks on TA 6177 drawn against the \$4,477.85 SSA check Defendant received as his fee in MLH's case:

	DATE	CHECK NO.	PAYEE	AMOUNT
1.	12/16/11	1154	Robert Adams	\$500.00
2.	12/19/11	1155	Robert Adams	\$1,000.00
3.	12/23/11	1156	Robert Adams	\$1,000.00
4	12/30/11	1157	Oakwood Company	\$550.00
5.	12/30/11	1158	Robert Adams	\$1,000.00
6.	1/6/12	1161	Robert Adams	\$427.85

10. Defendant represented LHM in a SSA case. On or about December 15, 2011, Defendant received a check in the amount of \$7,767.00 from SSA made payable to Defendant for his attorney's fee in LHM's case which he deposited to TA 6177.

11. Between January 5, 2012 and February 1, 2012, Defendant wrote the following checks on TA 6177 drawn against the \$7,767.00 SSA check Defendant received as his fee in LHM's case:

	DATE	CHECK NO.	PAYEE	AMOUNT
1.	1/5/12	1159	Lakea Cromwell	\$1,500.00
2.	1/5/12	1160	Robert Adams	\$400.00
3.	1/9/12	1162	Robert Adams	\$1,300.00
4.	1/13/12	1164	Robert Adams	\$1,500.00
5.	1/19/12	1165	Robert Adams	\$500.00
6.	1/20/2012	1166	Robert Adams	\$400.00
7.	1/24/12	1167	Robert Adams	\$200.00
8.	1/27/12	1169	Robert Adams	\$400.00
9.	2/1/12	1170	Oakwood Company	\$550.00
10.	2/1/12	1171	Robert Adams	\$758.40

12. The following checks made payable to Defendant, or to an entity, and drawn on TA 6177 failed to indicate on the item the client balance on which the item was drawn:

- a) Check no. 1172 for \$300.00

- b) Check no. 1173 for \$1,100.00
- c) Check no. 1175 for \$650.00
- d) Check no. 1176 for \$300.00
- e) Check no. 1179 for \$400.00
- f) Check no. 1183 for \$100.00
- g) Check no. 1185 for \$550.00
- h) Check no. 1187 for \$200.00
- i) Check no. 1188 for \$200.00.
- j) Check no. 1190 for \$550.00
- k) Check no. 1192 for \$200.00

13. The bank records for TA 6177 show electronic transfers drawn on the trust account. With respect to the following electronic debits drawn on TA 6177, Defendant's records fail to show the client or other person to whom the disbursed funds belong:

DATE	PAYEE	AMOUNT
1/30/12	Alltel Wireless	\$358.00
2/16/12	Alltel Wireless	\$351.40
3/13/12	Alltel Wireless	\$169.37
4/2/12	Alltel Wireless	\$169.37
5/25/12	Alltel Wireless	\$213.98

14. On May 24, 2012, Alltel attempted to draft approximately \$1,458.98 from TA 6177. At that time, TA 6177 had insufficient funds to cover the Alltel draft and a notice of non-sufficient funds was issued by Bank of Granite.

15. Between December 31, 2011 and July 30, 2012, Defendant did not conduct quarterly reconciliations of TA 6177.

16. Defendant did not maintain a ledger containing a record of receipts and disbursements for each person or entity from whom and for whom funds were received and showing the current balance of entrusted funds held in TA 6177 for each such person or entity.

THEREFORE, Plaintiff alleges that Defendant's foregoing actions constitute grounds for discipline pursuant to N.C. Gen. Stat. § 84-28(b)(2) in that Defendant violated the Rules of Professional Conduct in effect at the time of the conduct as follows:

- a. By depositing SSA checks in payment of his attorney's fee into TA 6177, Defendant failed to maintain entrusted property separate from the property of the lawyer in violation of Rule 1.15-2(a) and Rule 1.15-2(f);
- b. By failing to promptly disburse his earned fees from TA 6177, instead leaving them commingled with client funds, Defendant failed to maintain entrusted funds separate from the property of the lawyer in violation of Rule 1.15-2(a) and Rule 1.15-2(f);
- c. By failing to ensure the checks drawn on TA 6177 noted in paragraph 12 above showed the client balance against which the check was drawn, Defendant violated Rule 1.15-2(h) and Rule 1.15-3(b)(2);
- d. By failing to maintain a record related to the electronic transfers from TA 6177 listed in paragraph 13 above showing the name of the client or other person to whom the funds belong, Defendant violated Rule 1.15-3(b)(3);
- e. By failing to reconcile TA 6177 quarterly, the Defendant violated Rule 1.15-3(d)(1); and
- f. By failing to maintain a ledger containing a record of receipts and disbursements for each person or entity from whom and for whom funds were received and showing the current balance of funds held in TA 6177 for each such person or entity, Defendant violated Rule 1.15-3(b)(5).

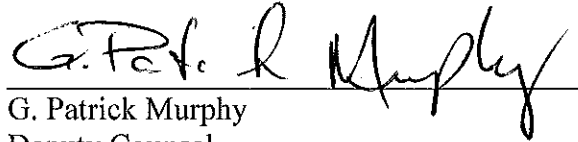
WHEREFORE, Plaintiff prays that:

- (1) Disciplinary action be taken against Defendant in accordance with N.C. Gen. Stat. § 84-28(a) and § .0114 of the Discipline and Disability Rules of the North Carolina State Bar (27 N.C.A.C. 1B § .0114), as the evidence on hearing may warrant;
- (2) Defendant be taxed with the administrative fees and costs permitted by law in connection with this proceeding; and
- (3) For such other and further relief as is appropriate.

The 10th day of July, 2013.



Margaret M. Hunt, Chair
Grievance Committee



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